

**USER AGREEMENT FOR MULTI-COUNTY APPRAISAL TRUST'S
PARAGON UTAH MASS APPRAISAL SYSTEM**

On December 4, 2023, the Multi-County Appraisal Trust ("MCAT") in consideration of the mutual covenants, terms and conditions this agreement ("Agreement") and USER's payments of fees to MCAT as set forth herein and Exhibit A, hereby grants to Tooele County ("USER") a revocable, non-exclusive, non-transferable, limited license to access, use, download, install and use the MCAT's Paragon Utah Mass Appraisal system ("PUMA") in accordance with the following terms and conditions:

1. Scope of Service

MCAT agrees to provide USER use of PUMA under the terms in this Agreement. USER acknowledges that PUMA is dependent on USER's independent ability to use PUMA remotely. USER acknowledges that PUMA interfaces with some databases that are not created or maintained by MCAT. MCAT may modify, suspend, or discontinue access and use of PUMA or any service to which it connects if a third-party, including but not limited to USER, modifies, discontinues, restricts, or prohibits access to its databases.

2. Fees for Use of PUMA

The fee schedule for PUMA shall be published by MCAT on September 1 of each year and will apply in each year for which USER agrees to pay MCAT's fee to use PUMA as set forth in Exhibit A to this Agreement. Fees charged by MCAT to USER may be modified within 60 days of the September 1 anniversary of this Agreement. USER's continued use of PUMA 30 days after the publication of new fees shall be deemed to be USER's acceptance of the modified fee schedule. USER agrees that any changes to fees will be an integral part of this Agreement and subject to the terms and conditions of this Agreement. If USER elects to reject any fee to use PUMA, USER's sole remedy is to cease using PUMA.

3. Information Sharing and Confidentiality

To the extent permitted or required by law, MCAT will treat as confidential all information and data to which it may be or is granted access by USER in connection with or relating to USER's use of PUMA. Prior to receiving access to any confidential information or data from USER, MCAT will execute a sharing agreement with USER pursuant to UCA 63G-2-206(6)(b). If MCAT receives a request under UCA 63G-2-101, et seq., the Government Records Access and Management Act, or receives a subpoena or any other request or demand, seeking confidential information or data to which MCAT has or may have access in connection with or relating to USER's use of PUMA, MCAT will promptly refer the request or demand to USER, which will have the sole right and responsibility to respond.

4. Initial Five Year Term, Renewal and Termination

This agreement shall become effective as soon as both parties have signed it. The agreement shall continue in effect through November 1, 2028, unless terminated sooner by mutual agreement or by either party. By mutual agreement, the parties may renew the agreement for one or more additional one (1) year terms. Either party may terminate this agreement at any time, for any reason or no reason, by giving 60 days' written notice of termination to the other party. Upon termination, USER shall pay for all services that have been received up to the date of termination.

5. USER's access to PUMA

USER may access PUMA Monday through Friday from 6:30 a.m. to 6:30 p.m., Mountain standard time. USER support is available on weekdays, except holidays, from 9:00 a.m. to 5:00 p.m., Mountain standard time. Additional access or support, if available, is subject to mutually agreeable times and fees. MCAT's support contact is 801-633-0271 or jill@countyservices.org.

6. Updates to PUMA

MCAT may also provide enhancements to PUMA including maintenance, updates, or other modifications ("Updates"). USER acknowledges that Updates may modify or delete certain features or functionalities of PUMA in MCAT's sole discretion. MCAT makes no representation or warranty, express or implied, that any such upgrade, modification or enhancement will be compatible with USER's continued use of PUMA. USER's continued use of PUMA including any Updates will be deemed to be an integral part of PUMA and subject to the terms and conditions of this Agreement. If USER elects to reject any Update, USER's sole remedy is to cease using PUMA.

7. Additional Services from MCAT

MCAT may agree to provide additional access or other services to USER only by prior written agreement signed by both parties.

8. Limited Warranty, Limited Remedies, and Limited Damages for Alleged Defects

MCAT gives no warranty, express or implied, of the fitness of PUMA for any particular purpose, merchantability, title, or non-infringement, and specifically disclaims all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, MCAT makes no warranty of any kind that PUMA, or any products or results of the use thereof, will meet the County's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. Under this limited warranty, USER may not recover any damages or other remedies, any costs, or any direct, consequential, special, indirect, or incidental damages, from MCAT. This limited warranty, damage exclusions, and remedy limitations apply even if MCAT's maintenance, support, or Update does not resolve any alleged defect or compensate USER for any alleged costs or losses.

9. Limited Warranty for Accuracy of Third-Party Data, Third-Party Services

Without limiting the generality of paragraph 6 above, MCAT gives no warranty, express or implied, of the accuracy of third-party data on which PUMA may rely. USER acknowledges that PUMA's access to third-party databases is fundamental to the proper function of PUMA, that MCAT has no independent control over the accuracy or use of third-party data or databases, and that MCAT shall not be responsible for the accuracy of any Third-Party Services.

10. USER's Obligation for other Third-Party Contracts and Obligations

This Agreement does not affect or modify any agreements with MCAT or USER with third-party providers, vendors, or licensors of databases and software accessed or used by MCAT or USER. USER remains solely and independently responsible for all agreements with, and obligations to, third parties related to its own access and use of other databases for appraisals.

11. MCAT's and User's Proprietary Intellectual Property

USER acknowledges that PUMA is MCAT's sole and exclusive intellectual property. USER shall not engineer, or reverse engineer, modify, delete, expand, or otherwise modify PUMA. USER's data, databases, intellectual property and all other usage and ownership rights shall remain exclusively in, and are reserved by, USER.

12. Budget Provisions

This Agreement is subject to the appropriated budget and other funds of MCAT and USER. This Agreement will terminate without penalty at the end of any fiscal year in which funds are not appropriated for the following fiscal year for either party to use or maintain PUMA. If funds are not available to use or maintain PUMA, this Agreement will terminate without penalty at the end of the term for which those funds were appropriated and such termination will be subject to the restrictions of this Agreement.

13. Termination for Public Necessity

MCAT or USER may terminate this Agreement whenever a party determines reasonably, and in good faith, that termination of this Agreement is for public necessity. If the Agreement is terminated under this paragraph, MCAT shall be entitled to payment for USER's prior use of PUMA. Termination of the Agreement under this paragraph shall not give rise to any legal or other remedies against the terminating party except for non-payment of fees incurred by USER prior to termination.

14. USER's Agreement to Indemnify and Hold MCAT Harmless

USER shall indemnify and hold harmless MCAT, its officers, agents, contractors, and employees from any claim, loss, or expense based on or relating in any way to USER's use of PUMA, including but not limited to attorney fees and costs incurred by MCAT to respond to, defend, or resolve any claim, request, or demand asserted by any person not a party to this Agreement.

15. Notices

Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally, mailed, or emailed to the parties as follows. If a contact person is succeeded by someone else, the successor's name and contact information shall be used.

To the County:

Jake Parkinson
Tooele County Assessor
47 S Main Street
Tooele, UT 84074
Jake.parkinson@tooeleco.org

To MCAT:

Jill Brown
Multicounty Appraisal Trust
5397 Vine Street
Murray, UT 84107
jill@countyservices.org

16. Disputes and Limitations of Remedies

If a dispute or problem arises regarding this Agreement, the parties agree to first submit the dispute or problem for informal resolution aided by counsel or, if that fails, mediation before a qualified court-rostered mediator practicing in Utah, before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including reasonable attorney fees, regardless of the outcome of the dispute, except as otherwise provided herein.

17. Governing Law and Venue for Actions

Utah law shall govern this Agreement. Venue for any action relating to or arising from this Agreement shall be in the Third Judicial District, State of Utah, Salt Lake County.

18. Entire Agreement

This Agreement constitutes the entire agreement between USER and MCAT regarding use of the PUMA and supersedes all prior and contemporaneous written or oral agreements.

19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the extent permitted by applicable law, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
OF TOOELE COUNTY

MULTICOUNTY APPRAISAL TRUST

By: James A Welch

Stephanie Poll

By: County Manager

MCAT Chair

Print Name: James A Welch

Print Name: Stephanie Poll

Date: 12/27/2023

Date: December 4, 2023

Exhibit A

Fees for additional user access hours to PUMA is on an hourly basis and shall not exceed the fee schedule set forth in Exhibit A.

Exhibit A, Additional User Access Hour Fee Schedule

For the purpose of accessing PUMA outside of the stated daily hours, the hourly charge at an hourly rate is set forth in the exhibit. The MCAT Board will review and revise this hourly rate annually as part of their budget approval process and any changes will be effective January 1 of each year. Should an adjustment be approved, all county assessors will be notified of such changes. Additional time shall be direct billed to the county (annually, quarterly, or semi-annually).

Hourly fee for additional server time for PUMA	\$2.00
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